

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467754

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------------------|
| Cortland Capital Market Services LLC | | 03/29/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | SouthernCarlson, Inc. |
| Street Address: | 10840 Harney Street |
| City: | Omaha |
| State/Country: | NEBRASKA |
| Postal Code: | 68154 |
| Entity Type: | Corporation: DELAWARE |
| Name: | Carlson Holdings, Inc. |
| Street Address: | 8990 F Street |
| City: | Omaha |
| State/Country: | NEBRASKA |
| Postal Code: | 68127 |
| Entity Type: | Corporation: NEBRASKA |
| Name: | Interchange Brands, LLC |
| Street Address: | 10840 Harney Street |
| City: | Omaha |
| State/Country: | NEBRASKA |
| Postal Code: | 68154 |
| Entity Type: | Limited Liability Company: NEBRASKA |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------------|
| Registration Number: | 2537667 | CARLSON SYSTEMS |
| Registration Number: | 4915006 | CHALLENGER |
| Registration Number: | 4952413 | CHALLENGER |
| Registration Number: | 5028125 | CHALLENGER |
| Registration Number: | 3659669 | PIONEER |
| Registration Number: | 3659670 | PIONEER |
| Registration Number: | 4392844 | PROP-LOCK |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 4392843 | PROP-LOCK |
| Registration Number: | 1412019 | WEGOMA |
| Registration Number: | 1372130 | INTERCHANGE BRANDS LLC |
| Registration Number: | 3810751 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 3827389 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 3813854 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 3954162 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 3609493 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 3551124 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 3551123 | INTERCHANGE BRANDS, LLC |
| Registration Number: | 4642579 | STRAPLOCK |
| Registration Number: | 1378620 | KENTEC |
| Registration Number: | 2774558 | NAILZONE |
| Registration Number: | 4382892 | PREMIER FASTENERS |
| Registration Number: | 5028503 | SOUTHERNCARLSON |
| Registration Number: | 5055988 | OUR PROMISE MEANS MORE. |
| Serial Number: | 86172168 | REDLOCK |
| Serial Number: | 86957911 | SOUTHERNCARLSON |
| Serial Number: | 86957806 | OUR PROMISE MEANS MORE. |

CORRESPONDENCE DATA

Fax Number: 2129096836
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Leron Solomon, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Leron Solomon |
| SIGNATURE: | /Leron Solomon/ |
| DATE SIGNED: | 03/29/2018 |

Total Attachments: 6
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source=Release of Security Interests in Trademarks_Executed#page2.tif
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 29, 2018 (this “Release”), by Cortland Capital Market Services LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”) in favor of the Grantors (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below) and, if not defined therein, the Credit Agreement (as defined below).

A. Reference is made to the Credit Agreement dated as of July 26, 2016 (as amended by the Incremental Amendment, dated as of November 3, 2017, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Fastener Acquisition, Inc., a Delaware corporation (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, the “Borrowers”), the Lenders party thereto and the Administrative Agent.

B. Reference is made to (i) the Guarantee and Collateral Agreement, dated as of July 26, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) by and among Carlson Systems Holdings, Inc., a Delaware corporation, Carlson Systems, LLC, a Nebraska limited liability company, Interchange Brands, LLC, a Nebraska limited liability company, Kentec, Inc., a Georgia corporation, Southern Fastening Systems, LLC, a Delaware limited liability company, Nailzone, LLC, a Delaware limited liability company and Fastener Holdings, Inc., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”), the Parent Borrower, and each of the other grantors from time to time party thereto in favor of the Administrative Agent, pursuant to which each Grantor, among other things, granted a security interest to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, in certain assets and property of such Grantor, including all right, title and interest of such Grantor in and to Trademarks (as defined in the Guarantee and Collateral Agreement), including, without limitation, those trademark registrations and applications set forth on Schedule A hereto and (ii) that certain Notice and Confirmation of Grant of Security Interest in Trademarks dated as of July 26, 2016 (the “Notice”) made by the Grantors in favor of the Administrative Agent.

C. The Notice was recorded with the United States Patent and Trademark Office on July 26, 2016 at Reel 5840 Frame 0776.

D. In connection with the termination of the Credit Agreement, the Grantors have requested that the Administrative Agent execute and deliver this Release to evidence the release of the Administrative Agent’s security interest in the Trademarks and the Trademark Licenses granted under the Guarantee and Collateral Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind, hereby terminates, releases and discharges its security interest in and to the Trademarks and the Trademark Licenses (including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto) pursuant to the Guarantee and Collateral Agreement, the Obligations having been paid and satisfied in full. If and to the extent the Administrative Agent has acquired any right, title or interest in or to any Trademarks or Trademark Licenses, the Administrative Agent, without any representation, warranty or recourse of any kind, hereby irrevocably re-assigns, re-transfers and re-conveys such right, title or interest to the Grantors. Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby. Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer as of the day and year first above written.

CORTLAND CAPITAL MARKET
SERVICES LLC, as Administrative Agent
and Collateral Agent

By: 

Name:

Polina Arsenyeva

Title:


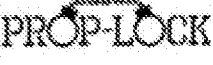
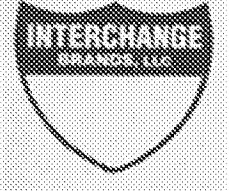
Associate Counsel

[Signature Page Release of Security Interest in Trademarks]


TRADEMARK
REEL: 006310 FRAME: 0345

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Owner | Trademark | Serial No. | Registration No. |
|-------------------------|--|-------------------|-------------------------|
| SouthernCarlson, Inc. | CARLSON SYSTEMS | 75/866325 | 2537667 |
| SouthernCarlson, Inc. | CHALLENGER | 86/496295 | 4915006 |
| SouthernCarlson, Inc. | CHALLENGER | 86/496305 | 4952413 |
| SouthernCarlson, Inc. | CHALLENGER | 86/631011 | 5028125 |
| SouthernCarlson, Inc. | PIONEER  | 76/657519 | 3659669 |
| SouthernCarlson, Inc. | PIONEER | 76/657520 | 3659670 |
| SouthernCarlson, Inc. | PROP-LOCK and Design  | 85/384812 | 4392844 |
| SouthernCarlson, Inc. | PROP-LOCK | 85/384743 | 4392843 |
| Carlson Holdings, Inc. | WEGOMA | 73/524364 | 1412019 |
| Interchange Brands, LLC | INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands" and "LLC"</i> | 73/527596 | 1372130 |
| Interchange Brands, LLC | INTERCHANGE BRANDS, LLC and Design  <i>Disclaimer: "Brands, LLC"</i> | 77/871827 | 3810751 |
| Interchange Brands, LLC | INTERCHANGE BRANDS, LLC and Design | 77/871862 | 3827389 |

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| |  <p><i>Disclaimer: "Brands, LLC"</i></p> | | |
| Interchange Brands, LLC | <p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands, LLC"</i></p> | 77/871885 | 3813854 |
| Interchange Brands, LLC | <p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands, LLC"</i></p> | 85/112424 | 3954162 |
| Interchange Brands, LLC | <p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands" and "LLC"</i></p> | 77/257797 | 3609493 |
| Interchange Brands, LLC | <p>INTERCHANGE BRANDS, LLC and Design</p>  <p><i>Disclaimer: "Brands" and "LLC"</i></p> | 77/257739 | 3551124 |
| Interchange Brands, LLC | <p>INTERCHANGE BRANDS, LLC and Design</p> | 77/257727 | 3551123 |

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|-------------------------|--|-----------|---------|
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| | <i>Disclaimer: "Brands" or "LLC"</i> | | |
| Interchange Brands, LLC | REDLOCK | 86/172168 | 4993802 |
| Interchange Brands, LLC | STRAPLOCK | 86/172193 | 4642579 |
| SouthernCarlson, Inc. | KENTEC | 73/544015 | 1378620 |
| SouthernCarlson, Inc. | NAILZONE | 76/299535 | 2774558 |
| SouthernCarlson, Inc. | PREMIER FASTENERS and Design  PREMIER FASTENERS | 85/748864 | 4382892 |
| SouthernCarlson, Inc. | SOUTHERNCARLSON | 86/753926 | 5028503 |
| SouthernCarlson, Inc. | SOUTHERNCARLSON | 86/957911 | 5247290 |
| SouthernCarlson, Inc.. | OUR PROMISE MEANS MORE! | 86/957806 | 5229135 |
| SouthernCarlson, Inc. | OUR PROMISE MEANS MORE! | 86/754043 | 5055988 |